

Foreign Advertisements.

H. W. SEVERANCE,
HAWAIIAN CONSUL AND COMMISSION
MERCHANT, 216 California Street, San Francisco.
California. 27 Room No. 4.

GEORGE F. COFFIN & CO.,
SHIPPING AND COMMISSION MERCHANTS,
No. 13 Pine Street, Union Block,
SAN FRANCISCO.

PARTICULAR ATTENTION GIVEN TO
Selling Hawaiian orders, and satisfaction guaranteed.
(Oct 17)

JOHN HARVEY & CO.,
COMMISSION MERCHANTS AND WOOL
HAMILTON, CANADA.

Reference—Bank of Montreal.

July 21

A. P. EVERETT,
Forwarding & Commission Merchant
405 FRONT STREET, CORNER CLAY
SAN FRANCISCO.

Particular attention paid to consignments of Island Produce
and all other goods.

WILLIAMS, DIMOND & CO.,
Shipping & Commission Merchants,
No. 218 California Street,
SAN FRANCISCO.

BILLIARDS!

THE J. M. BRUNSWICK & BAILEY
COMPANY.

THE LARGEST BILLIARD MANUFACTURER
IN THE WORLD.

Established in Chicago, Ill., under the personal supervision of
J. M. Brunswick, and having branches in all the principal cities of the
United States.

Our object in these islands, is for the purpose of supplying
all who may feel the necessity of ornamenting the saloon and
substituting with billiards.

Non Plus Ultra of the Trade!

Our Tables are undoubtedly the best ever manufactured,
and our customers are ever increasing, having received the
endorsement of the best Professional and Amateur Players
throughout the world. Our goods are admitted by every
holistic competitor to be unequalled in beauty, quality, and
finish, and we have the most extensive establishment of the
kind in the world.

We can fill orders with greater facility, and offer better
satisfaction than any other Billiard Table manufacturer.

The undersigned would most respectfully ask the attention
of the citizens of the islands to this.

FIVE BILLIARD TABLES.

Now in use and imported from the above manufacturer.
And would venture to say that these Tables cannot be in
any way excelled. All Champion Players and experts pre-
fer them.

No. 1, & the Best Tables Manufactured.
All Champion players and the largest race are made on
these **Monarch Tables** throughout the United States
and Europe.

Particular attention required can be had by applying to the un-
derigned, who will be most happy to receive orders for any of
the Tables, such as:

MONARCH, NONPAREIL NOVELTY,
ECLIPSE CAROM & POOL,
—AND—
ECLIPSE POOL & CAROM TABLES.

Which are the Tables of the Day.

Orders solicited for any part or full outfit in the Billiard
Line, such as:

Cloths, Balls, Cues, Racks, Markers,
Bridges, Maces, Chalk, Tips, &c.

I would also call to notice, the beautiful

Revolving Parlor Billiard Table, with
Monarch Cushions.

Stationery Parlor Billiard Table, with
the Monarch Cushions.

The Parepa, Bagatelle and Pigeon Hole
Tables.

Which are of superior quality and finish.
The last but not least comes the

VIRGINIUS.

A beautiful Table, much suited for saloon purposes. These
Tables are both useful and ornamental, most suitable for
parties having small parlors and rooms.

The above Tables, outfit, &c., and every thing in the Bill
iard Line, will be put down to the lowest figure and war-
ranted in every particular, and on sale. Tables in use generally
on the Coast are 4th and 4th.

For full particulars please address

Honolulu, H. I. **JAMES S. LEMON.**
Agent for the J. M. Brunswick & Bailey Co.

THE GREAT MONARCH'S

—AND—
Prize Standard Nonpareil Novelty Tables

Are in daily use and can be seen at the Commercial Billiard
Parlor, corner of Nuuanu Avenue and Beretania Street, in
the upper management of C. H. Fox, Esq., who is al-
ways in attendance to instruct and attend to the wishes of
the lovers of the CUE.

THE FINE BAR
(Under the charge of MR. ROBERT ROBINSON)
attached to the Saloon is liberally supplied with CHOICE
VARIETIES OF THE WINES—
CHAMPAGNE, CHAMPAGNE,
CHAMPAGNE,
CHAMPAGNE.

SHERRY, MADEIRA, &c.
With liquors of the best brands, along with polite attention
to make it the most pleasant place of resort and
refreshment in the city.

JAS. S. LEMON, Proprietor.

L. P. FISHER,
ADVERTISING AGENT, 21 MERCHANTS'
EXCHANGE, SAN FRANCISCO, California, is authorized
to receive advertisements for the columns of this paper.

Established in 1852.
L. P. FISHER'S
NEWSPAPER
ADVERTISING AGENCY,
Rooms 20 and 21, Merchants' Exchange,
California Street, San Francisco.

**For Advertising Solicited for all News-
papers Published on the Pacific Coast, the N. and W. Islands,
Polynesia, Mexico, Panama, Valparaiso,
Colombia, Japan, China, New Zealand, the Australian
Colonies, the Eastern States and Europe. Titles of
nearly every Newspaper Published on the Pacific
Coast are kept constantly on hand, and all adver-
tisers are allowed Free access to them during Business
Hours. THE PACIFIC COMMERCIAL AD-
VERTISER is kept on file at the office of L. P. FISHER.**

THE FRENCH

Trade Journal & Exporter,
Produce Markets Review and General
Prices Current.

Published Monthly, and is English. Indispensable for pur-
chasers of Continental Goods. Gives Wholesale Prices, and
Discounts allowed, of
Wines, Brandy, Preserved Provisions, Fancy Goods,
Millinery, Dress Materials, Glass, Porcelain,
Steel Ware, Watches, Clocks,
and Imitation Jewelry, Books and Shoes.
Perfumery, Photographs, and Musical Instruments,
Toys, Geographic Scientific and Musical Instruments,
Drugs, Chemicals, Pharmaceutical Preparations,
Stationery, Sewing, Silks, Varieties, Faints,
Paper Hangings, Etc., Etc.

Also—Price Current of Produce, Market Reports, Notices
of Annual Meetings, Trade Intelligence, Etc., &c.
Annual Subscription—\$5 for Postal Union, and 6c for other
countries.

Money orders payable to GEORGE WATERS on Paris or
London, or the equivalent in any local currency or postage
stamp.

UNPAID LETTERS REFUSED.
Address: THE FRENCH TRADE JOURNAL & EXPORTER,
14, Rue de Choiseul, Paris, France.

Foreign Advertisements.

RISDON
IRON
AND
Locomotive Works.

CORNER OF
Beale and Howard Streets,
SAN FRANCISCO, CALIFORNIA

W. H. TAYLOR, President,
JOS. MOORE, Superintendent.

BUILDERS OF
STEAM MACHINERY,
IN ALL ITS BRANCHES.

Steamboat,
Steamship, Land
Engines and Boilers,
High Pressure or Compound.

STEAM VESSELS of all kinds, built complete with
Hulls of Wood, Iron or Composite.

ORDINARY ENGINES compounded when advisable.

STEAM LAUNCHES, Barges and Steam Tugs con-
structed with reference to the Trade in this city and
elsewhere. Speed, tonnage and draft of water guaran-
teed.

SUGAR MILLS AND SUGAR MAKING
MACHINERY made after the most approved plans.

WATER PIPE of Boiler or Sheet Iron, of any size,
made in suitable lengths for connecting together, or Sheet
Boiler, Punched, and Packed for shipment, ready to be
erected on the ground.

HYDRAULIC RIVETING Boiler Work and Water
Pipe made by this Establishment. Riveted by Hy-
draulic Riveting Machinery, that quality of work being
superior to hand work.

SHIP WORK, Ship and Steam Captains, Steam Winch-
es, Air and Condensing Pumps, made after the most ap-
proved plans.

PUMPS, Direct Acting Pumps, for Irrigation or City Water
Works' purposes, built with the celebrated Dupuy Valve
Motion, superior to any other pump.

AGENTS for Worthington Duplex Steam Pump.

Peelback & Co.,
100 Suits of Scotch Tweed

Made Expressly for this Market—Shape and Style,
Unequalled, to be sold at the Lowest Rates.

COMPLETE SUIT FOR \$12.00.

—ALSO—
Our Very Fine Geneva
SCOTCH TWEED PANTS!

At \$4 a Pair—Most Durable.

Our Whitney Flannel Over-Coats, at \$5 each;
Fine Canton Flannel Shirts and Drawers,
Tender Ties, 10c, 15c, 25c, 50c, and 75c a pair;
Gent's Fancy Neck Ties, 75c a dozen;
Genuine Florida Water, 75c a bottle.

1,000,000 Other Articles too Numerous to Mention.

The Great Arctic Soda on Draught Daily.

Fine Cigars, Fifty in a Box, for \$1.

All to be Had at the Great IXL Store,
Honolulu.

GREAT ATTRACTIONS!
Premiums for 1880-81!

5 LARGE 5
Beautiful Chromos!
FREE!!

Beware!

Gathering Ferns.

Happy Dreams of Childhood.

The Mute Appeal.

The Reward!

REMEMBER!

Just Received, Ex. "Ceylon,"
—FROM BOSTON—

Fine Assortment of Oak Plank
For Sale in Lots to Suit.

By **ALLEN & ROBINSON.**

PICKERING'S COLUMN

PROCLAMATION!

PRESIDENT GARFIELD

TO ALL CONCERNED.

GREAT PANIC!

TO LAWYERS, DOCTORS, MINISTERS,
Fire Department, Military Organizations, and all in
this Kingdom, to know that

We Have Just Imported, Direct from Glas-
gow, Through Our Agents,

Peelback & Co.,

100 Suits of Scotch Tweed

Made Expressly for this Market—Shape and Style,
Unequalled, to be sold at the Lowest Rates.

COMPLETE SUIT FOR \$12.00.

—ALSO—
Our Very Fine Geneva

SCOTCH TWEED PANTS!

At \$4 a Pair—Most Durable.

Our Whitney Flannel Over-Coats, at \$5 each;
Fine Canton Flannel Shirts and Drawers,
Tender Ties, 10c, 15c, 25c, 50c, and 75c a pair;
Gent's Fancy Neck Ties, 75c a dozen;
Genuine Florida Water, 75c a bottle.

1,000,000 Other Articles too Numerous to Mention.

The Great Arctic Soda on Draught Daily.

Fine Cigars, Fifty in a Box, for \$1.

All to be Had at the Great IXL Store,
Honolulu.

GREAT ATTRACTIONS!
Premiums for 1880-81!

5 LARGE 5
Beautiful Chromos!
FREE!!

Beware!

Gathering Ferns.

Happy Dreams of Childhood.

The Mute Appeal.

The Reward!

REMEMBER!

Just Received, Ex. "Ceylon,"
—FROM BOSTON—

Fine Assortment of Oak Plank
For Sale in Lots to Suit.

By **ALLEN & ROBINSON.**

THE PACIFIC
Commercial Advertiser.
SATURDAY, JUNE 11, 1881.

SUPREME COURT.—IN BANCO.
April Term, 1881.

HENRY J. AGNEW vs ALBERT MCWAYNE.

HARRIS, C. J. JUDG & McCULLY, J.

Opinion of the Court by McCully, J.

This was an action in the common form for the
recovery of money had and received, etc. Upon
the trial the plaintiff introduced in evidence
(1) a letter dated March 8th, 1881, from plaintiff
to defendant, stating that he had placed
in defendant's hands \$500, (in checks to defendant's
order, which were produced and shown to
have been cashed by defendant) prior to Sep-
tember 11th, 1880, and that he was to have the
sum of that day, demanding the return of the
amount. (2) defendant's reply March 8th, viz:
"I would say the judges (of the race) instructed
me to hold the said stake until they rendered
their decision in writing. Awaiting that decision,
I am forced to decline your request and refuse to
deliver you the money." (3) The letter from
plaintiff's attorney to defendant of same date,
making a demand with intimation of legal
proceedings. (4) Reply March 9th, of defend-
ant's attorney to plaintiff's attorney, "that he,
defendant, declines and will decline to deliver the
said checks to any person until the judges (of
the race) to whom the whole matter has been
referred shall have decided to whom they belong."

Plaintiff being on the stand to prove copy of
his letter was asked in cross examination if the
judges had not made a decision, answered that
they had made a verbal decision at the time of
the race, in favor of the horse which ran
against his own.

The Court instructed the jury that the plaintiff
might recover money which he had deposited, it
being said in the hands of the stakeholder, and
the defendant and his attorney's letters, with
nothing to contradict them, showed that the
stakeholder had the money in his hands on the
8th of March when it was demanded of him, yet
he refused to deliver it, and that the decision of
the Court to set aside the verdict and grant a new
trial, and the Court considering that the jury
had been instructed to find for the plaintiff, and
that if the instructions were correct there was
nothing for a jury to deliberate upon, ordered
the verdict set aside and judgment to be
entered for plaintiff *non obstante veredicto*. By
herald of the Court the matter up to the time of
exceptions as follows:

"Be it remembered that on the trial of the
above case the defendant asked for the following
instructions:

"1. The defendant moves the Court to in-
struct the jury that betting on racing, or trotting
on the Kapilani Park is not prohibited by law
and does not come under the general law upon
gaming."

"2. That trotting horses on said race course
is not a game as contemplated by chapter XXXIX
of the Penal Code.

"3. That defendant had a legal right to hold
the stake, and pay the money to the winner, in
the decision of the judges communicated to him.

"4. That the decision of the judges of said
trotting races being rendered in favor of
McClellan, plaintiff is barred from recovering
against the defendant."

"Which said instructions the Court declined to
give, to which decision of the Court the defend-
ant excepted, and in lieu of said instructions the
Court instructed the jury as follows:

"That the money deposited in the hands of the
stakeholder and held, six months after the event,
might be recovered in an action for money had
and received, and therefore it was unnecessary to
give instructions 1, 2, 3, and 4, and the Court
declined to give any instruction 5, 6, 7, 8, 9, 10,
and contrary to it, vide McWayne's letter of 6th
March, 1881."

"To which instructions of the Court the defend-
ant excepted."

"We understand that a wager is valid at com-
mon law unless affected with some special cause
of invalidity, such as being of a nature to wound
or prejudice the feelings of interests of indi-
viduals, or as being contrary to public policy but
that as the moral sense of the present day regards
all gaming or wagering contracts as inconsistent
with the interests of the community and *contra*
bonos mores, the exceptions need to be borne in
mind, and it is accordingly held in many of the
courts of the United States that all contracts of
wager are invalid, and it is where a recovery
is theoretically allowed it is seldom permitted in
practice, and in some cases all wagers and
gaming contracts have been prohibited. See
Smith's Leading Cases, vol. 2, pages 281-2.

"Our Statute of gaming provides, Section 1.
Whoever by playing at cards or any other
game wins or loses any money or thing of
value is guilty of gaming."

"Section 5. Whoever shall by playing at cards
or any other game, or by betting on the sides or
hands of such game, play for or receive money,
or thing of value, and shall pay or deliver the
same or any part thereof, may sue for and recover
the money or value of the thing so lost and paid
or delivered, from the winner thereof."

"On comparison with these provisions, it is seen
that the 7th and 8th sections, which relate to
one shall play on any pastime or game, by gaming
or betting upon those who game and shall lose
more than the sum of \$100 on credit he shall not
be liable to pay, and any contract to do so shall be
void, and the 9th and 10th sections, (the principal
enactment) provides that all securities for money
or any other valuable thing won by gaming or
playing at cards, dice tables, or by other
game, shall be void."

"But a horse race is a game within the meaning
of these acts of Parliament. See Smith on Con-
tracts, and page 250. The first of the above
enactments was passed in 13 Geo. 3, and the
Victoria to legalize horse racing for stakes, with
some limitations, thereby excepting them from
the operation of the older statutes."

"The language of our statute, conforms almost
literally with the Statute of 9th Anne above cited.
But it seems to us in the case at bar it is not
necessary to consider if a bet paid on the event
of a race could be recovered from the winner by
force of the statute. The plaintiff's stake had not
been paid over, but was in the hands of the stake-
holder, the defendant. The contract between the
plaintiff and McClellan was still executory, not
executed. The stakeholder is a mere depository
of both parties to the money deposited by
them respectively with a naked authority to deliv-
er it over on the proposed contingency. If the
authority is actually revoked before the race, the
plaintiff is entitled to recover the money from the
depositor." The language of Chief Justice
Shaw in Ball vs. Gilbert, 7 Tr. 12 Met. 403,
citing 5 T. R. 405 and 7 T. R. 535. The stake
holder is the agent for a certain purpose, if he
has executed his purpose according to in-
structions his principal cannot charge him, but
before the performance in this case the principal
withdrew and countermanded his instruction. He
has received the money without consideration,
and he is not a party to the contract. He cannot
be liable to pay to McClellan for a stake which
he cannot hold for himself. If McClellan has any
right to the money deposited with the Plaintiff,
such being the attitude of a stake holder if he
refuses to return stakes to either party recalling
his deposit the demand may be enforced in an
action for money had and received."

"We therefore hold that the Court below prop-
erly instructed the jury to return a verdict for the
plaintiff. The jury disregarding the instruction
which would have deemed it in their province to consider
the matter of the betting, and how the race and
judges had given some decision at the conclusion
of the race, in favor of his opponent rendered a
verdict for the defendant. But no question which
horse had won the race was allowed by the Court
to go to the jury, in order to determine the pay-
ment of the money bet. If it were permitted
in any degree the consequences might be com-
monly. The Court and the usage of the
betting men. In a contested race it must consider
if the bet was lawful, the weights, what had been
agreed on, the running fair, the time announced
for the race, which may come out of a public
horse race. We may use the language of Mr.
Justice Parker in Amory vs. Gilman 2 Mass. 5,
which was a wager insurance policy case.

"It would seem a disgraceful occupation for the
courts of any country to sit in judgment between

two gamblers in order to decide which was the
best calculator of chances, or which had the most
cunning of the two. There could be but one step
of degradation below this, which is that the judges
should be the stake holders of the parties."

As therefore we sustain the instruction given
by the court, and as the verdict was expressly
contrary to the law so given and to the uncontro-
verted facts, we are of opinion that the court was
right in setting aside the verdict, and as there was
no question upon the fact that the defendant held
the plaintiff's deposit at the date of demand, we
are of opinion that it was proper to order judg-
ment for the plaintiff, *non obstante veredicto*. *Cui*
bono another trial? There is nothing for the jury
to consider and pass upon under the facts and the
law as we find it. This was the doctrine of the
Court in *Kaia vs. Kamale* October Term 1880.

Exceptions overruled.

CHAS. C. HARRIS,
A. FRANCIS JUDG,
LAWRENCE McCULLY.

E. Preston, for plaintiff. W. C. Jones, for
defendant.

Honolulu, April 30, 1881.

Advertisements.

The College of St. Louis

—AND—
HAWAIIAN COMMERCIAL

Business Academy.
HONOLULU. OAHU, H. I.

THIS INSTITUTION, BEING REMOTE FROM CITY
influences, is an acknowledged safeguard for moral
purity of character and intellect. The building is
large and commodious, while the grounds afford the pupils
opportunities of healthful and manly exercises.

Entrance examination will be given to the intellectual
and moral character of the pupils. Non-Catholic pupils will be
admitted on religious exercises or not, according as the
parents or guardians may desire.

Pupils are received at any time during the year.
No reduction will be made from regular charges, except for
absence caused by protracted illness.

No. reduction will be made from the scholastic year, except at the
College vacations, or by special permission.

On entering, obtain one suit of uniform,
which, with all other necessary clothing, etc., will be furnished
at moderate cost by the College, but none of these will be
provided by the College unless by special arrangement.

Payments are to be made quarterly, and invariably in ad-
vance.

THE COURSE OF STUDY
IS CLASSICAL, SCIENTIFIC, AND COMMERCIAL.

Latin, Greek, French, German, Spanish and Italian
are taught. Particular attention will be paid to the English
language in all its branches. Literature, Mathematics, pure
and mixed, History, Geography, Chemistry, and Natural
Philosophy, &c., &c.

TERMS:
Board, Lodging, Tuition, and Washing for Scholastic
Year, \$200.00
Vacation at College, \$10.00
Entrance Fee, \$10.00
Vacation at Home, \$10.00
Music—Vocal and Instrumental—Drawing, and Extra.
Languages \$10.00

DAY PUPILS:
Senior Class, \$10.00
Junior Class, \$8.00
The Scholastic Year consists of two sessions, each comprising
a period of five months. The first session commences on the
20th of August. The second on the 20th of January.

For full and further particulars apply to
REV. W. J. LARKIN, President.
No. 73 Beretania Street.

Evening School Department of
ST. LOUIS COLLEGE.

The President has decided to include this branch in the
Curriculum of the College.

The object is to afford all classes of the community the
means of acquiring a Theoretical and Practical knowledge of
Commercial and Business transactions in daily use, and also
to give an insight into the workings and applications of
the different trades, which is so essential in these islands.

THE THEORETICAL BRANCH
Will be under the supervision of the President and Professors
of the College. THE PRACTICAL, and most important
branch will be specially attended to by representatives from
the various master-artisans among us, who have kindly and
generously promised their services to this useful and valuable
enterprise.

They will alternately devote an hour each evening to the
task of imparting this practical knowledge to the students.

All the implements necessary to each trade, and to agri-
culture, will be furnished by the College.

Each Master-Artisan, while connected with the College, will
be entitled to make one Free-Labor-Scholarship to the
privileges of this Evening School Department.

TERMS:
Each Student per Week, \$1.50
The Evening School will open at 7 o'clock P. M. Jul 31

CHOICE CALIFORNIA STOCK

Sixty Head

SUPERIOR DURHAM COWS

12 Well-Bred Fresh Calved Milk Cows,
NOW ON HAND AT THE KALIHI RANCH.

Also—
THIRTY HEAD PLANTATION MULES.

APPLY TO
A. HERBERT,
Hawaiian Hotel.

WING WO TAI & CO.,
Have Constantly on Hand

—AND—
FOR SALE

At their Fireproof Store, opposite Mosman's, Nuuanu street,
A FULL LINE OF
JAPAN AND CHINA TEAS.

Both High and Low Price, according to Quality.
Also—A full ass. of Plantation Supplies, all kinds,
Always on hand a **LARGE STOCK OF RICE,**
they being Agents for three plantations.

A few of those **FANCY SILK PARLOR SCREENS** let
Jul 31
W